

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA

TAMI LYN SINGLETARY,

Plaintiff,

v.

JEROME LEE CANTRELL,
SPACE FLOORING & SUPPLIES, INC.)
STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY; and FICTITIOUS
DEFENDANTS A, B and C, being
those persons, corporations,
partnerships, or other legal entities
whose identities are unknown to the
Plaintiff at this time,

Defendants.

2007 SEP 17 A 11:05

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

CIVIL ACTION NO.: 2:07-cv-340-MEF

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW the Plaintiff and hereby files the following Complaint against the Defendants as follows:

GENERAL AND JURISDICTIONAL ALLEGATIONS

1. Plaintiff, Tami Lyn Singletary, was a resident of Henry County, Alabama, at all the time of the incident made the basis of this action.
2. Upon information and belief, Defendant Jerome Lee Cantrell, was a resident of Bibb County, Georgia, at all times material hereto.
3. Defendant, Space Flooring & Supplies, Inc., is a Georgia corporation doing business in the State of Alabama at all times materially relevant hereto and subject to the jurisdiction of this Court.
4. Defendant, State Farm Mutual Automobile Insurance Company, is an Illinois corporation doing business in the State of Alabama at all times materially relevant hereto and subject to the jurisdiction of this Court.

5. The motor vehicle accident that forms the basis for this action occurred in Barbour County, Alabama, on or about October 4, 2005.

6. This Court has jurisdiction pursuant to 28 U.S.C. §1332 due to diversity among the parties, as outlined above, and due to the fact that the amount in controversy, exclusive of attorney fees and costs, is in excess of \$75,000.

COUNT I
NEGLIGENCE, WANTONNESS AND/OR WILLFULNESS

7. Plaintiff hereby incorporates paragraphs 1 through 5 as though fully set out herein.

8. On or about October 4, 2005, Plaintiff Tami Lyn Singletary was operating a 1999 Pontiac Montana on the public roadways of Barbour County, Alabama.

9. Upon information and belief, while Plaintiff was traveling on the public roadways of Barbour County, Alabama, Defendant Jerome Lee Cantrell, while acting within the line and scope of his employment with Space Flooring & Supplies, Inc., did negligently, recklessly, and/or wantonly operate the motor vehicle he was driving so as to cause his vehicle to collide into Plaintiff's vehicle.

10. As a direct result of the negligence of the Defendant, Plaintiff Tami Lyn Singletary was caused to be injured and damaged as follows:

- (a) Plaintiff was caused to suffer severe bodily injuries.
- (b) Plaintiff was caused to suffer physical pain and mental anguish, and will continue to suffer same in the future.
- (c) Plaintiff has been caused to incur medical expenses and will continue to incur medical expenses in the future.

- (d) Plaintiff has been caused to lose past wages and will continue to lose wages in the future.

WHEREFORE, THE PREMISES CONSIDERED, Plaintiff demands judgment against the Defendant for damages in such amount as a jury may award, plus attorneys' fees, costs of this action, and any and all other equitable relief which this Court deems appropriate.

COUNT II
UNDERINSURED MOTORIST COVERAGE CLAIM

11. Plaintiff hereby incorporates by reference paragraphs 1 through 10 of this Complaint as though fully set forth herein.

12. Upon information and belief, the sum of the limits of all bodily injury liability bonds and insurance policies indemnifying Defendants and available to Plaintiff is less than the damages she received and is legally entitled to recover. Accordingly, Defendants are underinsured motorists as that term is defined in ALA. CODE § 32-7-23(b)(4).

13. Prior to October 4, 2005, the Defendant State Farm Mutual Automobile Insurance Company, issued to Plaintiff a certain policy of automobile liability insurance to wit: Policy Number 1196831-C01-01.

14. Said policy of insurance was in full force and effect at all times alleged herein, and under said policy of insurance the Plaintiff was insured against losses caused by underinsured motorists.

15. Pursuant to the terms of said policy of insurance, the Defendant State Farm Mutual Automobile Insurance Company agreed to pay all sums not to exceed its

policy limits which the insured should be legally entitled to recover as damages because of bodily injury sustained by its insured in any automobile accident caused by the negligence and/or wantonness of the operator of an underinsured motor vehicle.


16. Plaintiff alleges her injuries and damages are the proximate consequence of the negligent and/or wanton conduct of the Defendants, underinsured motorists as that term is defined in ALA. CODE § 32-7-23(b)(4).

17. Plaintiff alleges that she has fully complied with the terms of the policy.

WHEREFORE, Plaintiff demands judgment against all Defendants for both compensatory and punitive damages in such an amount as a jury shall award, plus attorneys' fees and the costs of this action, as well as any and all equitable relief deemed appropriate by this Court.

Respectfully submitted this the 14 day of September, 2007.

JACOBY & MEYERS, LLC


M. ADAM JONES (JON-126)
Attorney for Plaintiff

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JURY TRIAL DEMANDED ON ALL COUNTS SO TRIABLE.


M. ADAM JONES (JON-126)
Attorney for Plaintiff

Please serve the defendants via certified mail as follows:

Jerome Lee Cantrell
218 28th Avenue
Columbus, Georgia 31903

Space Flooring & Supplies, Inc.
c/o CSC Lawyers Services Incorporated
150 S. Perry Street
Montgomery, Alabama 36104

State Farm Mutual Automobile Insurance Company
100 State Farm Parkway
Birmingham, Alabama 35209-7186

Court Name: U S DISTRICT COURT - AL/M
Division: 2
Receipt Number: 4602000477
Cashier ID: brobinso
Transaction Date: 09/17/2007
Payer Name: JACOBY AND MEYERS LAW OFFICES

CIVIL FILING FEE
For: JACOBY AND MEYERS LAW OFFICES
Case/Party: D-ALM-1-07-CV-000840-001
Amount: \$350.00

CHECK
Check/Money Order Num: 001044
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

SINGLETARY V. CANTRELL ET AL